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RECORDATION NUMBER 23137-E FILED  
MAR 27 11:40 AM  
SURFACE TRANSPORTATION BOARD  
OF COUNSEL  
URBAN A. LESTER

March 26, 2001

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: Amtrak Trust 2000-SD-A

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Memorandum of Trust Indenture and Security Agreement Supplement No. 3 (Amtrak 2000 SD-A) dated March 26, 2001 a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Trust Indenture which was previously filed with the Board under Recordation Number 23137-A.

The names and addresses of the parties to the enclosed document are:

Trust : Amtrak Trust 2000-SD-A  
c/o Wilmington Trust Company  
1100 North Market Street  
Wilmington, Delaware 19801

Indenture Trustee: Allfirst Bank  
25 South Charles Street  
Baltimore, MD 21202

A description of the railroad equipment covered by the enclosed document is:

Ten (10) railcars within the series AMTK 6306 - 6908, not inclusive.

Mr. Vernon A. Williams  
March 26, 2001  
Page Two

A short summary of the document to appear in the index follows:

Memorandum of Trust Indenture and Security Agreement  
Supplement No. 3 (Amtrak 2000-SD-A) dated as of March  
26, 2001, between Amtrak 2000-SD-A Trust and Allfirst Bank,  
covering ten (10) railcars within the series AMTK 6306 - 6908,  
not inclusive.

Also enclosed is a check in the amount of \$28.00 payable to the order of the  
Surface Transportation Board covering the required recordation fee and cross indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', written in a cursive style.

Robert W. Alvord

RWA/anm  
Enclosures

NOV 26 10 11-50 AM  
OFFICE OF THE REGISTRAR  
GENERAL OF CANADARECORDATION NO. 23137-E  
FILED

MEMORANDUM OF TRUST INDENTURE AND SECURITY AGREEMENT SUPPLEMENT NO. 3 (AMTRAK TRUST 2000-SD-A) dated March 26, 2001, between AMTRAK 2000-SD-A TRUST, a Delaware business trust (the "*Trust*"), all of the activities of which shall be conducted by Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as trustee for the Trust (the "*Owner Trustee*" which term, unless the context otherwise requires, shall include the Trust), and ALLFIRST BANK, a Maryland banking corporation, as indenture trustee (the "*Indenture Trustee*"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (referred to below).

WHEREAS, the Owner Trustee and the Indenture Trustee have entered into that certain Trust Indenture and Security Agreement (Amtrak Trust 2000-SD-A) dated as of September 15, 2000 (the "*Indenture*"), and that certain Trust Agreement and Indenture Supplement No. 1 (Amtrak Trust 2000-SD-A) dated September 29, 2000 ("*Supplement No. 1*") covering the railroad equipment described in Supplement No. 1, and that certain Trust Agreement and Indenture Supplement No. 2 (Amtrak Trust 2000-SD-A) dated December 19, 2000 ("*Supplement No. 2*") covering the railroad equipment described in Supplement No. 2;

WHEREAS, a Memorandum of Trust Indenture and Security Agreement with respect to the railroad equipment described in Supplement No. 1 was filed with the Surface Transportation Board pursuant to 49 U.S.C. §11301 on September 29, 2000 at 4:32 p.m., and assigned Recordation Number 23137-A, and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act (formerly §90 of the Railway Act of Canada) on September 29, 2000 at 2:14 p.m.;

WHEREAS, a Memorandum of Trust Indenture and Security Agreement with respect to the railroad equipment described in Supplement No. 2 was filed with the Surface Transportation Board pursuant to 49 U.S.C. §11301 on December 19, 2000 at 12:27 p.m., and assigned Recordation Number 23137-C, and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act (formerly §90 of the Railway Act of Canada) on December 19, 2000 at 9:53 a.m.;

WHEREAS, Owner Trustee and Indenture Trustee are entering into that certain Trust Agreement and Indenture Supplement No. 3 (Amtrak Trust 2000-SD-A) (the "*Trust Indenture*") dated the date hereof ("*Supplement No. 3*") (the terms of which are incorporated herein by reference), supplementing the aforesaid Trust Indenture to include the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of the Lessee shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefor (the Trust Indenture, as so supplemented by Supplement No. 1, Supplement No. 2, and Supplement No. 3 being herein called the "*Trust Indenture*"), pursuant to which Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, unto Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participants and the Note Holders from time to time, a security interest in and mortgage

**AMTRAK TRUST 2000-SD-A**

lien on all estate, right, title and interest and all powers and privileges of Owner Trustee in, to and under the following described property, rights, interests and privileges whether tangible or intangible, wherever located or situated, whether now owned or held or hereafter acquired, other than Excepted Payments and Excepted Rights (which collectively, excluding Excepted Payments and Excepted Rights but otherwise including all property hereafter specifically subjected to the Lien of the Indenture, by the Supplement No. 3 or any mortgage supplemental thereto, are included within the Trust Indenture Estate), to wit:

(1) the railroad equipment listed in Schedule I hereto, and all replacements thereof and substitutions therefor in which Owner Trustee shall from time to time acquire an interest as provided in the Indenture and in the Lease, all as more particularly described in Indenture Supplement No. 3 executed and delivered with respect to the Equipment or any such replacements or substitutions therefor, as provided in the Indenture, and the interest of Owner Trustee in all records, logs and other documents at any time maintained by Lessee with respect to the foregoing property;

(2) the Lease (including each Lease Supplement) and all Rent thereunder, including, without limitation, all amounts of Base Rent, Supplemental Rent, and payments of any kind thereunder or in respect thereof, the Participation Agreement, each Bill of Sale, each Assignment of Warranties, and each Consent, including without limitation, in the case of each such Operative Document (other than the Equity Guarantee Agreement and with respect to all Excepted Payments and Excepted Rights), (x) all amounts or other payments of any kind paid or payable by the obligor(s) thereunder or in respect thereof to Owner Trustee whether in its capacity as Lessor or otherwise as well as all rights of Owner Trustee to enforce payment of any such amounts or payments, (y) all rights of Owner Trustee to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of any such document or to accept surrender or redelivery of the Equipment or any part thereof (except for any such rights under the Participation Agreement exercisable in connection with each closing), as well as all the rights, powers and remedies on the part of Owner Trustee, whether acting under any such document or by statute or at law or in equity, or otherwise, arising out of any Lease Event of Default or otherwise, and (z) any right to restitution from Lessee in respect of any determination of invalidity of any such document;

(3) rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of the Indenture;

(4) insurance and requisition proceeds with respect to the Equipment or any part thereof including but not limited to the insurance required under Section 8 of the Lease;

(5) moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with Indenture Trustee by or for the account of Owner Trustee pursuant to any term of any Operative Document and held or required to be held by Indenture Trustee under the Indenture;

(6) proceeds of the foregoing;

**AMTRAK TRUST 2000-SD-A**

BUT EXCLUDING from the foregoing and from the Trust Indenture Estate all Excepted Payments and Excepted Rights, and the rights to enforce, collect, settle or compromise the same, and SUBJECT TO the rights of Owner Trustee and Owner Participant under Section 6.10 of the Indenture;

WHEREAS, this memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

**AMTRAK TRUST 2000-SD-A**

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

**AMTRAK 2000-SD-A TRUST**

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By:   
Name: Mary Kay Pupillo  
Title: Senior Financial Services Officer

**ALLFIRST BANK, as Indenture Trustee**

By: \_\_\_\_\_  
Name:  
Title:

**AMTRAK TRUST 2000-SD-A**

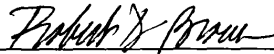
IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

**AMTRAK 2000-SD-A TRUST**

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

**ALLFIRST BANK, as Indenture Trustee**

By:   
Name: ROBERT D. BROWN  
Title: VICE PRESIDENT

AMTRAK TRUST 2000-SD-A

STATE OF DELAWARE                    )  
  ) ss.:  
COUNTY OF NEW CASTLE            )

On this 13th day of March, 2001, before me personally appeared Mary Kay Pupillo, to me personally known, who being by me duly sworn, says that he/she is the Senior Financial Services Officer of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said Wilmington Trust Company, as trustee on behalf of AMTRAK 2000-SD-A TRUST by authority of Wilmington Trust Company's Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said Wilmington Trust Company.

  
Notary Public

SUSANNE M. GULA  
NOTARY PUBLIC

My Commission Expires: My Commission Expires November 21, 2001

AMTRAK TRUST 2000-SD-A

STATE OF MARYLAND       )  
  ) ss.:  
CITY OF BALTIMORE       )

On this 14<sup>th</sup> day of March, 2001, before me personally appeared Robert D. Brown, to me personally known, who, by me being duly sworn, says that he/she is Vice President of Allfirst Bank, and that the foregoing instrument was signed on behalf of said Maryland banking corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Deborah K. Bailey  
Notary Public

My commission expires: 4/13/02

AMTRAK TRUST 2000-SD-A

SCHEDULE I

**DESCRIPTION OF EQUIPMENT**

**AMTRAK TRUST 2000-SD-A**

<b><u>Equipment Type</u><sup>1</sup></b>	<b><u>Amtrak Equipment Numbers</u></b>
Two (2) Alstom Transportation Inc. Surfliner Café Cars	6306, 6307
Three (3) Alstom Transportation Inc. Surfliner Coach Cars	6412-6414, inclusive
Two (2) Alstom Transportation Inc. Surfliner Business Class Cars	6806, 6807
Three (3) Alstom Transportation Inc. Surfliner Cab/Baggage/Coach Cars	6906-6908, inclusive

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<sup>1</sup> The following passenger rail equipment has been delivered and accepted under the Purchase Agreement (as defined in the Participation Agreement).